Lake Emergency Medical Services, Inc.

Finance Committee Agenda
February 21, 2017
4:30 p.m.
Location: Lake BOCC Chambers

Call to Order – Chairman Tim Sullivan

Public Comment

Tab 1  Review & Approve Minutes from October 25, 2016 – ACTION ITEM

Tab 2  Financial Report – ACTION ITEM

Tab 3  Consent Agenda – ACTION ITEM

Tab 4  Revision to Policy 3-4: Petty Cash – ACTION ITEM

Tab 5  Revision/Update on Operational Analysis – ACTION ITEM

Tab 6  Patient Financial Services Staff Report

Tab 7  Director's Report

Committee Members:
Comm. Tim Sullivan, Chair
Comm. Wendy Breeden
Mr. John Moore
Tab 1
Minutes
Call to Order
The Lake EMS Finance Committee, chaired by Comm. Tim Sullivan, was called to order at 8:30 a.m. on October 25, 2016. Comm. Jimmy Conner was also present. Mr. John Moore was unable to attend.

Public Comment
There was no public comment.

Tab 1 Review & Approve Minutes from September 13, 2016 — Action Item

ACTION: Comm. Conner moved to approve the Minutes of the September 13, 2016 Finance Committee as presented. Chairman Sullivan seconded the motion which carried unanimously.

Tab 2 2016 FYE Budget Reconciliation Adjustment — Action Item
Mr. Smith reported that in discussions with the Clerk’s office subsequent to the Lake EMS board meeting on 9/27/16 it was brought to his attention that a post Fiscal Year End board meeting is needed to reconcile the budget to actual revenues and expenditures to ensure we did not have budget overages within major object codes. He explained that FY16 was challenging from a Personnel Expense perspective in that the company experienced unexpected additional overtime expenses related to open field and dispatch positions as well as the coverage of FMLA and Workers Comp related absences. To cover the overages, staff is proposing to recognize actual additional revenues resulting from a higher volume of transports than anticipated as well as moving the balance from excess in Motor Fuel and Professional Services.

ACTION: Comm. Conner moved to recommend Board approval of the 2016 FYE Budget Reconciliation Adjustment. Chairman Sullivan seconded the motion which carried unanimously.

Tab 3 Director’s Report
Mr. Smith reported on activities since the last Board Meeting including:

- Lake EMS had increased staffing during Hurricane Matthew.
- A Thank You note and check for $50 was received from a family who was grateful for the response when a family member passed recently.

Adjournment
The Finance Committee meeting adjourned at 8:45 a.m.
Lake EMS, Inc.
Finance Committee Agenda Item Summary Sheet

DATE: February 16, 2017 MEETING DATE: February 21, 2017

SUBJECT: Financial Report

ACTION REQUESTED: None

BACKGROUND SUMMARY:
A representative of the Lake County Clerk’s Finance Office will review the Lake EMS Financial Statements for the month ending January 31, 2017 which will be provided at the Finance Committee Meeting on February 21, 2017.

FISCAL IMPACT: Not applicable

ATTACHMENTS: None
Tab 3
Consent Agenda
DATE: February 16, 2017            MEETING DATE: February 21, 2017

SUBJECT: Consent Agenda

ACTION REQUESTED: Request Board Approval

BACKGROUND SUMMARY:
Staff is requesting that the Finance Committee review and recommend Board approval of the following Consent Agenda item as outlined below:

A. Plaza Truck & RV Center, Inc. Renewal of Lease – Staff is requesting approval to renew the lease with Plaza Truck & RV Center for a period of three (3) years as allowed in Section 4 of the 2014 agreement. The lease is for real property located at 2345 U.S. Highway 27, Leesburg, FL which houses Lake EMS’ Support Services facility. Upon Board approval, the County Attorney will process the extension.

FISCAL IMPACT: Budgeted - $84,000 annual with no increase for the term of the extension.

ATTACHMENTS: 2014 Lease Agreement with Plaza Truck & RV Center, Inc.
LEASE AGREEMENT BETWEEN
LAKE EMERGENCY MEDICAL SERVICES, INC.

AND

PLAZA TRUCK & RV CENTER, INC.

FOR COMMERCIAL LEASE SPACE

This is a Lease Agreement between Lake Emergency Medical Services, Inc., whose address is 2761 West U. S. Old Highway 441, Mount Dora, Florida 32757, herein referred to as “EMS”, and Plaza Truck & RV Center, Inc., its successors and assigns, hereinafter referred to as “LANDLORD”.

WITNESSETH:

WHEREAS, LANDLORD owns real property in Lake County, Florida, on which is located certain commercial office space and vehicle maintenance space; and

WHEREAS, EMS desires to lease the said commercial office space and vehicle maintenance space from LANDLORD, and LANDLORD desires to lease the said space to EMS; and

NOW, THEREFORE, IN CONSIDERATION of the promises, payments, and mutual covenants hereinafter contained, the parties do agree as follows:

Section 1. Recitals. The above recitals are true and correct and incorporated herein.

Section 2. Leased Premises. LANDLORD, for and in consideration of the terms and conditions herein contained to be kept, performed, and observed by EMS, and for and in consideration of the rent provided for in Section 6 does lease to EMS, and EMS does rent and accept from LANDLORD, real property located at 2345 U.S. Highway 27, Leesburg, Florida, consisting of approximately 3.5 acres, as reflected on the attached Exhibit “A”, hereinafter the “Leased Premises”.

Section 3. Lease Term.

The lease term shall be for a term of three (3) years commencing October 1, 2014.

Section 4. Option to Renew. EMS may, if not in default under the terms and provisions of this Lease Agreement, renew this Lease Agreement for one (1) three (3) year lease period.

EMS shall provide the LANDLORD sixty (60) days notice prior to the expiration of the Lease
Term, or any renewal thereof, that EMS will exercise its option to renew the Lease.

Section 5. Right to Terminate. Notwithstanding Destruction of Premises set forth in Section 11, EMS shall have the right to terminate this Lease Agreement, without penalty, upon giving three hundred sixty-five (365) days written advance notice.

Section 6. Rent.

A. EMS agrees to pay to LANDLORD, as rent for the Leased Premises provided in Section 3, the sum of $7,000.00 per month for the term of the lease.

B. The monthly rental sum shall be payable in advance no later than the tenth (10th) day of each month. Failure to pay rent when due constitutes default under the terms of this Lease Agreement. Rental payments shall be made to: LANDLORD, at P. O. Box 895037, Leesburg, Florida 34789-5037, or such other place as designated by LANDLORD in writing.

C. As additional rent, upon commencement of the Lease, EMS shall reimburse LANDLORD the prorated 2014 real property taxes on the Leased Premises upon proof of payment of taxes by LANDLORD. Each year thereafter during the term of this lease, LANDLORD shall submit to EMS proof of payment of taxes along with a request for reimbursement and EMS shall remit payment within ten (10) days of receipt.

Section 7. Condition of Premises. EMS will accept the Lease with the following conditions being met at the time of the beginning of the Lease Agreement:

A. The mechanical aspects of the HVAC system, plumbing, electrical, roof, and ceiling system are in good working order, satisfactory to EMS, upon delivery of the space to the EMS; any defects in these systems identified prior to possession by the EMS shall be repaired or replaced by the LANDLORD prior to signing of this lease; and

B. LANDLORD shall, at LANDLORD’S sole expense, immediately take all steps necessary to cure the building of any air quality or environmental issues that may arise during the term of this Lease; provided, however, that such air quality or environmental issues are not caused through the fault or negligence of the EMS.
Section 8. Warranty of Title, Warranty of Habitability, and Covenant of Quiet Enjoyment.

A. LANDLORD hereby warrants and covenants that it owns the Leased Premises in fee simple.

B. LANDLORD represents and warrants that the Leased Premises is habitable.

C. LANDLORD hereby warrants and covenants that EMS, upon the payment of the rent and performance of all terms and conditions of this Lease Agreement, shall have peaceful and quiet enjoyment and possession of the Leased Premises, subject to the terms of this Lease Agreement. In accordance with Section 286.23, Florida Statutes, the LANDLORD shall make a public disclosure, in writing, to the EMS, under oath and subject to the penalties prescribed for perjury, stating the names and addresses of every person having a beneficial interest in the Leased Premises, however small or minimal, unless otherwise exempted by statute.

Section 9. Responsibilities of Parties:

A. EMS shall be responsible for arranging and paying for all utility, janitorial, landscaping, lawn maintenance and pest control services required on the Leased Premises including routine upkeep of the interior of the leased premises and installation of telephone and computer data lines. Additionally, EMS may tint the windows of the Leased Premises and may install a security system.

B. EMS shall maintain, replace and repair, as necessary, the Leased Premises, including but not limited to, the exterior and roof of the structure located on the Leased Premises, the exterior illumination, HVAC system, including routine maintenance of the HVAC system, plumbing and electrical systems, and parking area for any repair or maintenance with a cost less than $1,000.00 per occurrence. LANDLORD shall be responsible for any repair or maintenance with a cost greater than $1,000.00 per occurrence if said repair was not a result of EMS’s negligence.

Section 10. Alterations:

A. EMS shall make no alterations to the building(s) on the Leased Premises or construct any building or make any other improvements on the Leased Premises without the prior written consent of LANDLORD. All alterations, changes and improvements, built, constructed, or placed on the Leased
Premises by EMS, with the exception of fixtures removable without damage to the Leased Premises and moveable personal property, shall, unless otherwise provided by written agreement between LANDLORD and EMS, be the property of LANDLORD and remain on the Leased Premises at the expiration of this Lease Agreement.

B. At the termination of lease, the EMS shall return the Leased Premises to the LANDLORD in as good condition as when the Leased Premises were delivered to the EMS, reasonable wear from normal usage excepted.

Section 11. Destruction of Premises. In the event the Leased Premises if partially or totally destroyed or so damaged or injured by fire or other casualty that the premises shall be rendered untenantable during the term of this Lease Agreement, then EMS may cancel this Lease Agreement immediately. The cancellation herein mentioned shall be evidenced in writing. Additionally, in the event of such damage or destruction, the rent under this Lease Agreement shall be abated for the time during which the Leased Premises may not be used by EMS. EMS shall be entitled to receive a pro rata refund out of any advance rent paid by it for the period during which the premises were unusable by reason of said destruction or damage.

Section 12. Assignment and Subletting. Without the prior written consent of LANDLORD, EMS may not assign this Lease Agreement, or sublet or grant any concession or license to use the Leased Premises or any part thereof except that EMS may assign or sublet the Leased Premises to the Board of County Commissioners for use by county staff.

Section 13. Sale or Transfer of Leased Premises. Any sale, transfer, or devise of the Leased Premises by LANDLORD, its assigns or successors, shall be made subject to this Lease Agreement.

Section 14. Default by EMS. If EMS shall default in the performance of any non-monetary covenant of this Lease Agreement on its part to be performed, and should such default continue for a period of thirty (30) days after LANDLORD shall have given EMS written notice of the existence of such default, LANDLORD may terminate this Lease Agreement unless EMS has commenced such action as
may be necessary to cure such default and proceed with such action in a prompt and expeditious manner within thirty (30) days after receiving written notice of such default.

If EMS shall default in the performance of any monetary covenant of this Lease Agreement on its part to be performed, and should such default continue for a period of ten (10) days after LANDLORD shall have given EMS written notice of the existence of such default, LANDLORD may terminate this Lease Agreement unless EMS has commenced such action as may be necessary to cure such default and proceed with such action in a prompt and expeditious manner within ten (10) days after receiving written notice of such default.

Section 15. Default by LANDLORD. If LANDLORD fails to fulfill any of the terms, covenants, or conditions specified to be done by LANDLORD under the terms of this Lease Agreement, then, except in cases otherwise provided for in this Lease Agreement, and in addition to any other rights and remedies which may be available to EMS, EMS may terminate the Lease Agreement or make, do or cause to be done such things as are necessary to cure LANDLORD's default and of EMS's intention to cure LANDLORD's default. LANDLORD shall be given thirty (30) days in which to cure any defaults.

Section 16. Waiver of Default. A waiver by LANDLORD or EMS of a breach of any covenant or duty of LANDLORD or EMS under this Lease Agreement is not a waiver of a breach of any other covenant or duty of LANDLORD or EMS, or of any subsequent breach the same covenant or duty.

Section 17. Notices.

A. All notices, demands, or other writings required to be given or made or sent in this Lease Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have fully given or made or sent when in writing and addressed as follows

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<th>EMS</th>
<th>LANDLORD</th>
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<tr>
<td>Executive Director</td>
<td>Joseph Nolette</td>
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<tr>
<td>Lake EMS, Inc.</td>
<td>Plaza Truck &amp; RV Center, Inc.</td>
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<td>2761 W. Old Highway 441</td>
<td>P. O. Box 895037</td>
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<tr>
<td>Mt. Dora, FL 32757</td>
<td>Leesburg, FL 34789-5037</td>
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B. All notices required, or which may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by certified United States mail, return receipt requested, or (3) sent by Federal Express or other equivalent overnight letter delivery company.

C. Parties may designate other parties or addresses to which notice shall be sent by notifying, in writing, the other party in a manner designated for the filing of notice hereunder.

**Section 18. Entry for Inspection and Repairs.** LANDLORD shall have the right to enter the Leased Premises for inspection at all reasonable business hours, and whenever reasonably necessary to make repairs and alterations to the Leased Premises.

**Section 19. Waste, Nuisance or Unlawful Use.** EMS agrees that it will not commit waste on the Leased Premises, or maintain or permit to be maintained a nuisance thereon, or use or permit the Leased Premises to be used in an unlawful manner.

**Section 20. Insurance.** LANDLORD shall provide, pay for, and maintain in force at all times during the term of this Lease, (i) fire and extended coverage insurance covering all improvements structures and their contents on the leased premises on a full replacement cost basis (no deduction for depreciation), insuring against all risks, and (ii) comprehensive public liability insurance with a coverage of $1,000,000. EMS shall be named as additional insured on all policies.

Upon payment of insurance, LANDLORD shall submit to EMS proof of payment of the insurance costs incurred in accordance with the above specifications. Within thirty (30) days of receipt of proof of payment, EMS shall reimburse LANDLORD those insurance costs incurred.

**Section 21. Signs.** LANDLORD hereby grants that the EMS shall be able to erect or display upon the Leased Premises any sign, billboard, or other advertising devise of any kind or description whatsoever, provided it is in compliance with legal codes. In the event this Lease Agreement is terminated or canceled, EMS agrees to remove its signs within twenty (20) days, and to repair any damages to the building that such removal may have caused.

The existing outdoor advertising billboard located on the property shall not be included in the leased premises, and shall remain the property of the LANDLORD.
Section 22. Use of Premises. The Leased Premises may be used by EMS for any lawful purposes whatsoever.

Section 23. Delivery of Possession. If LANDLORD, for any reason whatsoever, cannot deliver possession of the Leased Premises to EMS at the commencement of the lease term, as specified herein, this Lease Agreement, at EMS's option, shall be null.

Section 24. Entire and Binding Agreement. This Lease Agreement contains all the agreements between the parties hereto. The terms, covenants and conditions contained herein shall inure to the benefit of and be binding upon EMS and LANDLORD and their respective successors and assigns, except as may be otherwise expressly provided in this Lease Agreement.

Section 25. Amendments. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

Section 26. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the county public health unit.

Section 27. No Recording. Neither LANDLORD nor EMS shall record this Lease Agreement in the public records.
Lease Agreement between Lake EMS and Plaza Truck & RV Center, Inc.

IN WITNESS WHEREOF, the parties hereto have made and executed this Lease Agreement on the respective dates under each signature: Lake Emergency Medical Services, Inc. through its Board of Directors, signing by and through its Chairman, authorized to execute same by Board action on the 8th day of July, 2014, and Joseph Nolette on behalf of Plaza Truck & RV Center, Inc., duly authorized to execute same.

EMS

LAKE EMS

[Signature]

Welton G. Cadwell, Chairman
Lake EMS Board of Directors

This 8th day of July 2014.

Approved as to form and legality.

[Signature]
Sanford A. Minkoff
County Attorney

LANDLORD

PLAZA TRUCK & RV CENTER, INC.

[Signature]
Joseph H. Nolette

WITNESSES:

[Signature]
Michelle F. Hanner
BEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT
(CORPORATION)

Note: Florida Statutes Section 286.23(3)(a) exempts entities registered with the Federal Securities Exchange Commission or registered pursuant to chapter 517, whose interest is for sale to the general public, from the disclosure requirements of this Section. All corporate entities not exempt from Florida Statutes Section 286.23 shall complete the affidavit below.

Before me, the undersigned authority, personally appeared Joseph H. Nolette ("Affiant"), this _____ day of May 22, 2014, who, first being duly sworn, deposes and says:

That Affiant is the President of Plaza Truck & RV Center, Inc., a Florida corporation, hereafter "Seller", whose address is Post Office Box 895037, Leesburg, Florida 34789, and in such capacity has personal knowledge of the matters set forth herein and has been duly authorized by Seller to make this affidavit on Seller's behalf. That Seller is the record owner of the property, described in Exhibit "A" attached hereto. As required by Section 286.23, Florida Statutes, and subject to the penalties prescribed for perjury, the following is a list of every "person" (as defined in Section 1.01(3), Florida Statutes) holding 5% or more of the beneficial interest in the disclosing entity (if more space is needed, attach a separate sheet entitled "Exhibit B to Beneficial Interest and Disclosure Affidavit"):

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This affidavit is given in compliance with the provisions of Section 286.23, Florida Statutes.

AFFIANT

[Signature]

JOSEPH H. NOLETTE

State of Florida
County of Lake

SWORN TO and subscribed before me this 22 day of May, 2014, by Joseph H. Nolette, who is personally known to me or has produced as identification.

[Signature]

Notary Public (Signature)
Print Name:
Title or Rank:
Serial Number (if any):
My Commission Expires:

[Notary Seal]
Tab 4
Revision to
Policy 3-4
Petty Cash
DATE: February 16, 2017
MEETING DATE: February 21, 2017

SUBJECT: Revision to Policy 3-4 Petty Cash

ACTION REQUESTED: Recommend Board Approval

BACKGROUND SUMMARY:
Revisions to Policy 3-4 Petty Cash are recommended to condense the current language, separate the procedure from the policy and more closely align Lake EMS policy with that of Lake County Finance.

FISCAL IMPACT: N/A

ATTACHMENTS: Policy 3-4 Petty Cash
Policy Objective:

The purpose of this procedure policy is to establish a means for Lake Emergency Medical Services, Inc. (Lake EMS) departments to maintain petty cash accounts to pay for incidental expenses.

Lake EMS will follow the Lake County's policies and procedures related to petty cash, specifically Procedure Number LC-51.

Any references included in the Lake County policies and procedures to the Board of County Commissioners and County Manager would apply to the Lake EMS Board and Executive Director respectively.

Procedures/Directives:

I. The Executive Director is hereby authorized to establish a procedure for the use of Petty Cash.
II. The use of Petty Cash shall be coordinated with the County Finance Department.

I. Definitions

A. Petty Cash - a cash fund maintained by a department for the purpose of making small disbursements, usually less than $25, that is necessary in the conduct of county business.

B. Petty Cash Custodian - an individual who is responsible for maintaining the petty cash fund in a department.

II. Overview:

A. A department may set up a petty cash fund through a written request by the Department Manager to the Lake EMS Finance Department. The request should include the amount of the fund and name of the Petty Cash Custodian.

B. The Petty Cash Custodian must obtain receipts from the individual requesting reimbursement from the Petty Cash fund.

C. The Petty Cash Custodian must balance the funds periodically and at year end. An annual end of year reconciliation will be prepared and all outstanding receipts must be submitted for reimbursement at this time.

D. Funds must be properly secured at all times.

E. When Petty Cash funds are low, a request to replenish the fund should be prepared by completing a direct pay request. All receipts that have been paid out of the fund should be attached to this request. A check will be written to the Petty Cash Custodian.

F. Petty Cash funds will generally be issued in the amount of $25.00. If a higher balance is needed, the request to Lake EMS Finance should include the reason for the higher amount.

G. Periodically, the County Finance department will send a cash confirmation request to
each Petty Cash Custodian to confirm the amount on hand. All funds, and the name of the Custodian, will be verified at year-end.
When a Petty Cash Fund is reassigned to a new Custodian, a memo from the department director should be sent to Lake EMS Finance indicating the transfer of funds to the new custodian.
Tab 5
Revision/Update on Operational Analysis
DATE: February 16, 2017              MEETING DATE: February 21, 2017

SUBJECT: Revision/Update on Operational Analysis

ACTION REQUESTED: Recommend Board Approval

BACKGROUND SUMMARY:
The Lake County Board of County Commissioners has requested that the Lake EMS Board of Directors alter Phase II of the Operational Analysis currently underway by Fitch and Associates. Phase II of the study will be replaced by the attached Scope of Work to be completed in May 2017. Additionally, a six-month extension of the original contract is being requested for the new Phase II and time to accomplish the original Phase II as Phase III. The County Attorney’s Office is developing the contract addendum which will be provided for the March Lake EMS Board Meeting.

FISCAL IMPACT: $25,000 plus reasonable travel expenses

ATTACHMENTS:
1) Feasibility Study for Consolidation of Lake County Fire Rescue and Lake EMS Services Scope of Work
Feasibility Study for Consolidation of Lake County Fire and EMS Services

Scope of Work

Purpose

The purpose of this solicitation is to retain a qualified consultant to construct a feasibility study for consolidating Lake County Fire Rescue (LCFR) and Lake Emergency Medical Services (LEMS) in Lake County, Florida. The consultant shall be responsible for evaluating the current system and suggesting an implementation strategy while maintaining or improving the existing level of service as specified by the Lake County Board of County Commission (LCBCC) and Lake County Public Safety Department. This evaluation is designed to determine the potential to achieve the following benefits to all of Lake County:

- Increased efficiency
- Improved effectiveness
- Streamlining purchasing
- Consolidation/disbursement of supplies
- Improved training opportunities
- Omit duplication of services
- Enhanced services
- Reduced costs
- Cost avoidances
- Standardization
- Potential reduced ISO (Insurance Services Office) rating
- Improved customer service

Current Fire and EMS System Description

Lake County is a rapidly growing suburban community of over 315,000 permanent residents that swells to some 340,000 during the typical business day. Growth in the county has increased 41% since the 2000 census and is expected to remain strong over the coming decades. Forecasts have the population increasing to over 360,000 by 2020 and to over 500,000 by 2040. Given its size and economic footprint, Lake County plays an integral role in the Central Florida Metropolitan Statistical Area (the second largest in the State of Florida). This service impact includes more than 53,400 single family homes, 500 multifamily homes, 13,900 manufactured homes, 1,700 commercial properties, and more than 380 industrial properties including three large juice manufacturing plants.
There are a total of thirteen (13) fire services within the county consisting of both large and small departments; majority staffed by full time firefighters with 3 small municipalities having a volunteer service. Ten (10) of the services currently provide varying levels of ALS coverage utilizing a combination of paramedics and emergency medical technicians under the Lake EMS State of Florida ALS License and Medical Direction. The existing Fire and EMS services for the county includes Lake County Fire Rescue (LCFR), Lake County EMS (LEMS), Leesburg Fire Rescue, Clermont Fire Rescue, Groveland Fire Rescue, Minneola Fire Rescue, Eustis Fire Rescue, Mount Dora Fire Rescue, Mascotte Fire Rescue, Tavares Fire Rescue, Villages Fire Rescue, Montverde Volunteer Fire Department, Fruitland Park Volunteer Fire Department, and Umatilla Volunteer Fire Department. For the purpose of this study, consolidation of services will be focused on LCBCC entities alone (LCFR and LEMS). Lake County municipality fire departments will remain individually operated as they do now. Existing interlocal agreements for Medical transport, mutual aid, and automatic aid will continue to be provided by Lake County under the new consolidated department.

The Lake County Fire Rescue Department (LCFR) operates under the Public Safety Department of the LCBCC. The Public Safety Department is comprised of Lake County Fire Rescue, Communications 911 Technologies, and Emergency Management. The Public Safety Department employs 230 FTEs (full time employees) and 3 PTEs (part time employees).

LCFR is a career fire rescue department which serves an unincorporated response area of approximately 1100 square miles with first response ALS and BLS service via fire companies (Engines, Ladders, Tankers, Brush, etc.). LCFR is also a signatory to the statewide mutual aid agreement and regularly provides assistance to communities and neighboring counties throughout the region through automatic and mutual aid agreements. Locally the department has created Interlocal Service Boundary Agreements (ISBA’s) to encourage local governments to jointly determine how to provide services to residents and property in the most efficient and effective manner while balancing the needs and desires of the community. These agreements have been implemented to reduce response times and ensure that calls can be handled by the closest resource regardless of whether it is county or city. The ISBA agreements outline compensation to the participating agencies who respond to calls in another jurisdiction. In addition to the unincorporated areas, LCFR provides contractual fire services to 3 towns within the county (Astatula, Howey-In-The-Hills, and Lady Lake).

LCFR consists of 218 FTE’s and 2 PTE personnel responding from 25 fire stations located throughout the county answering a call volume of 22,554 incidents (2016 data). Total call volume is consistently increasing around 7% per year. The work schedule is a 3 platoon 24/48 assignment. Daily staffing is 61 personnel with 2 Battalion Chiefs providing command and control. LCFR also operates a special operations team (HazMat/Technical Rescue) responding county-wide. LCFR operates the following Bureaus: Administration, Operations, EMS, Logistics, Training, Fire Prevention, and Special Operations. The LCFR ISO rating from 2005 – 2015 was an Urban 6/Rural 9. Effective March 1, 2016 the rating improved to an Urban 4/Rural 4X. Additional personnel and departmental improvements have been added since that last protection classification issuance and there is an expectation for the rating to improve. Funding for Fire Rescue is currently provided through a Fire Assessment Fee, MSTU for Emergency Medical Service (ALS), and Impact Fees.

LCBCC Department of Public Safety also oversees the Communications 911 (CT-911) Division. This division is separate from the LEMS Communications side as CT-911 provides county-wide radio and 911
service and management for LEMS Dispatch, law enforcement, municipal fire agencies, and hospitals. The present system manages 18 communications towers and over 3000 portable radios county-wide. The Division also provides support functions for county departments inclusive of GIS/Addressing, IT, Lake County Sheriff’s Office (LCSO), Traffic/Engineering and others. The CT-911 Division is located in the south end of the county and staffed with 6 FTEs managing the technologies for the County-wide radio and 911 systems with an annual call volume of over 10,000,000 and 800,000 respectively. Funding for CT-911 is currently provided through general fund and Emergency 911 funds.

LCBCC Department of Public Safety also oversees the Emergency Management Division (LCEM). LCEM manages the Lake County Emergency Operations Center maintaining county-wide emergency preparedness plans, coordinating county-wide training and exercises, managing the emergency notification system, managing the special needs population registry, and processing and approving special events within the county. The LCEM Division is staffed with 4 FTEs and 1 PTE and located on the second floor of the communications dispatch center. Funding for Emergency Management is through the General Fund and Emergency Management Trust Fund Grant.

Lake Emergency Medical Services (LEMS) is the sole provider of ambulance services in Lake County, Florida. It was originally developed as a Not-For-Profit Corporation wholly owned by Lake County government and managed by the Lake County EMS Board of Directors. While the current system was established in 2000, the corporation went through a structural change in 2011 when Sumter County, Florida withdrew from the corporation.

The current ambulance deployment plan was transitioned in 2011 and established to serve Lake County exclusively. LEMS currently deploys a total of thirteen (13) 24hr units, two (2) 24hr split units, and eight (8) 13hr peak demand units yielding 161,330 scheduled unit hours per year. Staffing will continue to be supplemented by two (2) 24hr float units. The personnel that staff these units are moved to cover openings, such as FMLA, vacation, etc. When the schedule is full, these two (2) units operate as in-service ambulances adding unit hours to the schedule.

Lake EMS is the sole holder of the COPCN for ambulance transportation in Lake County. In FY2015 there were 48,765 incidents resulting in 36,488 transports. Lake EMS funds and provides both emergency and non-emergency ambulance transportation. Additionally, Lake EMS provides medical direction, medical supplies, medications, and dispatch services for the system. This is inclusive of EMS and fire services (County and municipalities).

At present, and as indicated in the 2013 audit document prepared by the Lake County Clerk of Courts Internal Audit Division, there is limited coordination of ALS resources and deployment planning between Lake EMS and the thirteen (13) fire services. Currently, the fire agencies determine on their own the appropriateness and density of ALS coverage in their respective response areas based on the level of service desired by their respective commissions and councils.

Lake EMS is currently funded via a combination of user fees (approximately 2/3 of funding) and tax subsidy ($6M in FY15) as requested from the Lake County Board of County Commissioners and funded from the county wide Ambulance Municipal Service Taxing Unit (MSTU).
Municipal ALS first response coverage is provided through inter-local agreements and funded by returning a portion (.1 MILs) of the MSTU collected in each respective municipality back to the municipalities that provide ALS services (including LCFR).

County-wide 911 call taking and radio dispatching for both EMS and fire are provided by LEMS. Lake EMS operates as a secondary Public Safety Answering Point (PSAP) to five (5) primary PSAP’s, with the Lake County Sheriff’s Office being the largest of those. Currently, twelve (12) of the thirteen (13) fire agencies are dispatched by Lake EMS for both EMS and fire calls. LEMS currently utilizes the Zoll RescueNet CommCAD software to provide EMS and fire dispatch services however support for this system is obsolete in 2018 thus the system will be looking to switch to a new CAD. The Lake EMS Communication Center is accredited by the International Academies of Emergency Dispatch in both Medical and Fire dispatch and utilizes the priority dispatch system with response modifications.

**Overall Objectives**

The consolidation study shall specifically identify recommendations in the following areas:

1. **Fire Rescue Administration/Operations Consolidation**
   
   a. An organizational overview of the consolidated final product inclusive of organizational structure and brief position descriptions

2. **Dispatch Consolidation**
   
   a. An organizational overview of the consolidated final product inclusive of organizational structure and brief position descriptions
   
   b. Outline any new equipment and technologies necessary for consolidation
   
   c. Recommend a direction for the entity to provide support/maintenance

3. **Assets/Fleet/Equipment**
   
   a. Outline the transition of equipment and apparatus (titles, grants, etc.)
   
   b. Outline any equipment and apparatus that can be removed from service
   
   c. Outline any equipment and apparatus that can be repurposed
   
   d. Outline any new equipment and apparatus necessary for consolidation
   
   e. Recommend a direction for the entity that completes maintenance of newly consolidated apparatus and assigned/installed technologies

4. **Personnel**
   
   a. Additional impact to other LCBCC Divisions and necessary addition of personnel to support consolidation
   
   b. Employee Healthcare/Benefits transition
c. Pension, retirement plan transition options

d. Transition of Workman’s Compensation claims, if applicable

e. Payroll, discipline, employee file integration, etc.

5. Facilities
   a. Specific recommendations of occupancy of existing facilities
   b. Specific recommendations regarding location of future necessary facilities
   c. Specific recommendations regarding any potential elimination of existing facilities
   d. Specific recommendations regarding any potential repurpose of existing facilities
   e. Specific recommendations regarding any relocation of existing facilities

6. EMS Billing
   a. Analyze the existing EMS billing process and alternatives for cost effectiveness

7. Licensing
   a. Provide a seamless transition through state and local licensing

8. Reporting and Recordkeeping
   a. Identify the transition of report records to one system

9. Contracts
   a. Identify existing contracts that would need to be reassigned (Dispatch/EMS services, mutual/auto aid, medical direction, etc.)
   b. Necessary policy action by elected officials

10. Funding
    a. Analyze all associated fees, assessments, taxes, etc. and formulate the best possible formula for cost recovery
    b. Develop a projected integrated budget
    c. Identify financial issues for consideration

11. Deployment
    a. Recommendations regarding deployment locations of apparatus or EMS units
    b. Recommendations regarding the deployment or distribution of personnel
12. Transitional Costing  
   a. Identify approximate costs to secure a smooth transition

13. Cost Savings  
   a. Identify an approximate short and long term cost savings associated with the complete consolidation  
   b. Identify savings to either individual entity through enhancements resulting from consolidation

14. Implementation Schedule  
   a. Identify an estimated progression of work (monthly timeline of work to be anticipated by the organization) in which to complete the consolidation

Additional recommendations as necessary for the completion of the project should also be included as needed. The emphasis of the project is on cost savings through consolidation and what the organizational structure and timeline for implementation would be as opposed to a response/deployment analysis. This study is to provide direction, the awarded firm is not expected to perform the actual “consolidation merger” within the scope of this RFP.

**Key Issues to Be Addressed In the Final Project**

1. Potential cost savings/cost avoidance, improved productivity and/or improved customer service and impact on ISO rating and community insurance rates.

2. Existing versus future staffing requirements and the effects of consolidation on existing staffing levels.

3. Critical differences in existing policies, procedures, operating practices, and methods for resolving the differences.

4. Assessment of how merger or consolidation of specific services would impact cities.

5. Differences in wage, benefits, and retirement programs and policies (total compensation including all employer costs) and methods for integrating the current compensation policies and benefits of the agencies.

6. The effect of a merger of Fire and EMS operations on fee structures.

7. Identification/resolution of all existing financial obligations for each jurisdiction (i.e., workers compensation costs/claims, general liability costs/claims if any).

8. Critical differences in operational policies, procedures and practices, and the development of recommendations and training needs for addressing these issues.

9. Establish the legal and management structure of the newly formed organization, respective agreements and contracts necessary to fully implement any potential consolidation.
10. Integration of computer systems and technological resources.

11. Identify an alternate EMS deployment model via Lake County Fire Stations and limitations or challenges with housing, vehicles and equipment, available bays, and storage, etc.

12. Recommended solutions for administrative support services such as financial services (payroll, accounting, purchasing), telecommunications and information systems management, fleet maintenance, human resource management.

13. Recommendations for any additional funding sources not already being captured and identify impacts on existing and future funding streams based on consolidation or absence thereof.

14. Identify a recommended timeline (schedule) inclusive of the legal, administrative and operational benchmarks the agency should perform in which to allow for an accelerated and smooth consolidation.

General Guiding Principles

The consultant may access the following individuals or divisions as necessary to gather the required data or other information necessary to perform the contracted work:

(1) Lake County Board of County Commissioners/Lake County Management

(2) Lake County Emergency Medical Services/Communications

(3) Municipal City Fire Chiefs and/or City Managers

(4) Others as identified contributing to this project

The consultant will interview key stakeholders as needed. At a minimum, the consultant will interview appropriate personnel from Lake County Public Safety and Lake EMS. Lake County Public Safety will be the project point of contact and project manager. From these interviews, the consultant will obtain additional perspective on operational, economic, and policy issues facing each agency. In addition, the consultant will learn more about availability of data necessary to meet projected goals.

Review Process

The consultant will prepare a draft report for review by the stakeholder group based on the recommendations of the consultant. The consultant shall provide the County adequate time to review all aspects of the assembled draft report. Stakeholder meetings will be held for the purpose of accomplishing the following:

(1) Review draft report with the County

(2) Identify areas of concern

(3) Identify any issues that create barriers

(4) Obtain resolution to any issue that creates a barrier
Final Report

The consultant will complete any necessary revisions and produce ten (10) copies of publication-quality bound, final versions of the written integration report, along with an electronic version in pdf file format. The final report shall also include a schedule (timeline of progress) in which to expect the consolidation to occur.

Presentations

The consultant will make no more than (3) formal presentations of the overall project. These presentations are inclusive of DRAFT and Final work product. These presentations will include:

(1) Review and explanation of the proposed consolidation.

(2) Explanation of supportive charts, graphs, diagrams, and maps, where appropriate.

(3) A schedule of the suggested implementation (monthly progression timeline for consolidation).

(3) Opportunity for questions and answers, as needed.

All presentation materials, files, graphics, and written material will be provided to the county at the conclusion of the presentations.
AGREEMENT BETWEEN
LAKE EMERGENCY MEDICAL SERVICES, INC. and
FITCH & ASSOCIATES, LLC
FOR
OPERATIONAL ANALYSIS OF EMERGENCY MEDICAL AND FIRE SERVICES
DEPLOYMENT AND RESPONSE SYSTEMS

RFP #16-0211

This is an Agreement between Lake Emergency Medical Services, Inc., a Florida non-profit corporation, herein referred to as "LEMS," and Fitch & Associates, LLC, a foreign limited liability company authorized to do business in the State of Florida, hereinafter referred to as "CONSULTANT".

WITNESSETH:

WHEREAS, LEMS publicly submitted an Request for Proposal (RFP) #16-0211 seeking companies or individuals to perform an Operational Analysis of the Emergency Medical Services Deployment and Response System in Lake County, Florida; and

WHEREAS, CONSULTANT desires to provide such services for LEMS subject to the terms of this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

The foregoing recitals are true and correct and incorporated herein.

Article 2. Scope of Professional Services

2.1 On the terms and conditions set forth in this Agreement, LEMS hereby engages CONSULTANT to provide an operational analysis of the emergency medical services deployment and response system in Lake County, Florida. The CONSULTANT shall be responsible for evaluating the current system, which is a dual system of LEMS and Fire Services, deployment and response plan, and shall identify potential duplicative services and develop a deployment plan and costing models for a system to meet the response requirements as specified by the Board of Directors of LEMS. LEMS’ expectations and requirements for this Agreement are attached hereto and incorporated herein as Exhibit A. The defined objectives and deliverables identified in Project Phase 1 and Project Phase 2, and the general guiding principles and objectives are a material part of this Agreement. The CONSULTANT proposes to comply with the requirements of Exhibit A with the specific objectives, deliverables and methodology set forth in Exhibit B, attached hereto and incorporated herein by reference. The parties hereby agree that if there are any conflicts between Exhibit A and Exhibit B, that CONSULTANT shall comply with the requirements determined by LEMS to fully satisfy LEMS requirements without additional cost to LEMS.
It is understood that the Scope of Services may be modified or changed by either party, but to be effective any modification or amendment must be in writing, executed by the parties, and in accordance with the LEMS's Purchasing Policies and Procedures. A copy of these policies and procedures shall be made available to CONSULTANT upon request. The Scope of Services shall be completed by CONSULTANT no later than the schedule listed in Exhibit A.

2.2 The parties hereby understand and agree that nothing herein shall obligate LEMS to proceed with Phase 2 of the Scope of Services. Phase 2 of the Scope of Services is an optional element of this Agreement and can be exercised at the sole option of LEMS.

2.3 This Agreement shall become effective on the date the last party hereto executes it ("Effective Date") and shall remain in effect until CONSULTANT has fully performed all services described in this Agreement and LEMS has tendered payment in full for those services, or three hundred and sixty-five (365) calendar days from the effective date of this Agreement, whichever occurs first.

Article 3. Personnel

3.1 CONSULTANT has represented to LEMS that the services to be provided under this Agreement will be performed by each person listed or referenced in the CONSULTANT'S proposal dated February 26, 2016, and identified as follows:

* Joseph J. Fitch, PhD
* Guillermo Fuentes, MBA
* Chief Steve Knight, PhD
* Erwin Strdonsky
* Diane Wright, MPA

barring illness, accident, or other unforeseeable events of a similar nature in which case the CONSULTANT must be able to promptly provide a qualified replacement. LEMS has relied on this representation as an inducement of entering into this Agreement. In the event CONSULTANT wishes to substitute personnel or to provide additional personnel, CONSULTANT shall propose a person with equal or higher qualifications and such addition or replacement is subject to prior written approval by LEMS. In the event the requested person is not satisfactory to LEMS and the matter cannot be resolved to the satisfaction of LEMS, LEMS reserves the right to cancel this Agreement for cause. At any time during the duration of this Agreement, LEMS may require CONSULTANT to remove any employee it deems unacceptable.

3.2 During the term of this Agreement CONSULTANT assures LEMS that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONSULTANT does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against CONSULTANT employees or applicants for employment. CONSULTANT understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

3.3 The employee(s) of CONSULTANT shall be considered at all times its/their employee(s) and not an employee(s) or agent(s) of LEMS. CONSULTANT and all its employees, agree that they shall be acting as an independent contractor(s) and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of LEMS.
3.4 Nothing herein shall be deemed to preclude LEMS from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

3.5 CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

A. All persons employed by CONSULTANT during the term of this Agreement to perform employment duties under this Agreement; and

B. All persons, including subcontractors, assigned by CONSULTANT to perform work pursuant to the contract.

**Article 4. Payment**

4.1 Invoices shall be submitted monthly by the tenth (10th) calendar of each month based on the percentage of the overall project, or phase thereof, as set forth pursuant to the Fee Schedule in Exhibit C, attached hereto and made a part of herein, completed during the billing month. The invoices shall reflect the type of services provided, the number of hours expended for the specific billing month, the cumulative number of hours expended for the project as a whole, the percentage completion attained for the billing month, and the current cumulative completion percentage for the project as a whole. The billing value (a percentage of the total fixed price for the project) shall not exceed the corresponding percentage of completion. It is specifically noted that the total billed value may not exceed the established total price set forth in Exhibit C. The total fees to be paid hereunder if all options are exercised by LEMS will be $145,600.00. Invoices shall be submitted to Jerry Smith, Executive Director, Lake Emergency Medical Services, Inc., 2761 West Old Highway 441, Mount Dora, Florida 32757. The invoices shall contain the contract/RFP number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate LEMS representative. Failure to submit invoices in the prescribed manner will delay payment, and CONSULTANT may be considered in default and this Agreement may be terminated. Under no circumstances shall invoices be submitted to LEMS in advance of the delivery and acceptance of the services.

4.2 LEMS shall make payment on all undisputed invoices in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

**Article 5. Special Terms and Conditions**

5.1 This Agreement may be terminated by LEMS upon thirty (30) days advance written notice to the other party; but if any work or service/Task hereunder is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of LEMS until said work or service(s)/Task(s) is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of LEMS with the required 30 day advance written notice, LEMS shall reimburse CONSULTANT for actual work satisfactorily completed and reasonable expenses incurred.

B. Termination for Cause. Termination by LEMS for cause, default, or negligence on the part of CONSULTANT shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The 30-day advance notice requirement is waived in the event of termination for cause.
C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and the CONSULTANT shall be reimbursed for services satisfactorily performed and the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this Agreement.

5.2 The services rendered as required under this Agreement shall not be deemed complete, until accepted by LEMS and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event that the service does not conform to the specifications, LEMS reserves the right to terminate this Agreement and will not be responsible to pay for any such nonconforming service. In addition, if service is not performed by the date specified in the Agreement, services may be procured by LEMS on the open market and any increase in cost may be charged against CONSULTANT.

5.3 The LEMS reserves the right to require CONSULTANT to submit to an audit by any auditor of LEMS' choosing. CONSULTANT shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONSULTANT shall retain all records pertaining to this Agreement and upon request make them available to the LEMS for five (5) years following expiration of the Agreement. CONSULTANT agrees to provide such assistance as may be necessary to facilitate the review or audit by LEMS to ensure compliance with applicable accounting and financial standards. This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the CONSULTANT in performance of any work hereunder.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONSULTANT to LEMS in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of LEMS' audit shall be reimbursed to LEMS by CONSULTANT. Any adjustments and/or payments which must be made as a result of any such audit or inspection of CONSULTANT'S invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of LEMS' audit findings to CONSULTANT.

5.5 Public Records

A. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by CONSULTANT for or on behalf of LEMS shall be the property of LEMS and will be turned over to LEMS upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of LEMS are public records available for inspection by any person even if the file or paper resides in the CONSULTANT'S office or facility. CONSULTANT shall maintain the files and papers for not less than five (5) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the termination of this Agreement, the CONSULTANT shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to LEMS.

B. Any copyright derived from this Agreement shall belong to the author. The author and CONSULTANT shall expressly assign to LEMS nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for LEMS's use which may include publishing in LEMS documents and distribution as LEMS deems to be in LEMS' best interests. If anything included in any deliverable limits the rights of LEMS to use the information, the deliverable

2016/LEMS/Procurement/16-0211 Operational Analysis of EMS and Fire/Fitch_ajmt 3-28-16
shall be considered defective and not acceptable and CONSULTANT will not be eligible for any compensation.

C. Pursuant to Section 119.0701, Florida Statutes, CONSULTANT shall comply with the Florida Public Records’ laws, and shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by LEMS in order to perform the services identified herein.

2. Provide the public with access to public records on the same terms and conditions that LEMS would provide the records and at a cost that does not exceed the cost provided for by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

4. Meet all requirements for retaining public records and transfer, at no cost, to LEMS all public records in possession of CONSULTANT upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to LEMS in a format that is compatible with the information technology systems of LEMS.

Failure to comply with this subsection shall be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

5.6 Insurance

Within five (5) days of the effective date of this Agreement, CONSULTANT shall provide LEMS an original certificate of insurance, indicating that CONSULTANT has coverage in accordance with the requirements of this paragraph. CONSULTANT shall provide and maintain at all times during the term of this Agreement and any renewals thereof, without cost or expense to LEMS, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to LEMS, insuring CONSULTANT against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the CONSULTANT under the terms and provisions of this Agreement.

Such policies of insurance, and confirming certificates of insurance, shall insure the CONSULTANT is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate: $1,000,000/2,000,000
Products-Completed Operations: $2,000,000
Personal & Adv. Injury: $1,000,000
Fire Damage: $50,000
Medical Expense: $5,000
Contractual Liability: Included
Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

- **Combined Single Limit** $1,000,000

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold the LEMS responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

- **Each Accident** $1,000,000
- **Disease-Each Employee** $1,000,000
- **Disease-Policy Limit** $1,000,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of $1,000,000 and annual aggregate of $1,000,000.

The following additional coverage must be provided if a dollar value is inserted below:

- **Loss of Use at coverage value:** $0
- **Garage Keepers Liability at coverage value:** $0

Lake Emergency Medical Services, Inc., and its Board of Directors, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance, shall provide for a minimum of thirty (30) days prior written notice to LEMS of any change, cancellation, or nonrenewal of the provided insurance. It is the CONSULTANT specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

If it is not possible for CONSULTANT to certify compliance, on the certificate of insurance, with all of the above requirements, then CONSULTANT is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

Certificate(s) of insurance shall identify the applicable solicitation (RFP) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE EMERGENCY MEDICAL SERVICES, INC.
A GOVERNMENTAL, NOT-FOR-PROFIT CORPORATION
2761 WEST OLD HIGHWAY 441
MOUNT DORA, FLORIDA 32757
Certificates of insurance shall evidence a waiver of subrogation in favor of LEMS, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by LEMS.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by LEMS. At the option of LEMS, the insurer shall reduce or eliminate such self-insured retentions, or CONSULTANT be required to procure a bond guaranteeing payment of losses and related claims expenses.

LEMS shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of CONSULTANT providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of this Agreement for default.

Neither approval by LEMS of any insurance supplied by CONSULTANT, nor a failure to disapprove that insurance, shall relieve the CONSULTANT of full responsibility for liability, damages, and accidents as set forth herein.

5.7 CONSULTANT shall indemnify and hold LEMS and its agents, officers, commissioners or employees harmless for any damages resulting from failure of CONSULTANT to take out and maintain the above insurance. Additionally, CONSULTANT agrees for good and valuable consideration in the amount of ten dollars ($10.00) to indemnify, and hold the Board of Directors, and its officers, commissioners, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities resulting from the negligent act, error or omission of CONSULTANT, its agents, employees or representative, in the performance of CONSULTANT'S duties set forth in this Agreement.

5.8 CONSULTANT will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, CONSULTANT hereby certifies that no officer, agent, or employee of LEMS has any material interest either directly or indirectly in the business of CONSULTANT conducted here and that no such person shall have any such interest at any time during the term of this Agreement unless approved by LEMS.

5.9 Public Entity Crimes. If applicable, a person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

5.10 Prohibition Against Contingent Fees. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

**Article 6. Miscellaneous Provisions**
6.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

6.2 Neither party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained. Additionally, the CONSULTANT shall notify and obtain prior written consent from LEMS prior to any merger or acquisition with and/or by any other entity.

6.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

6.4 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

6.5 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

6.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

6.7 CONSULTANT shall at all times comply with all Federal, State and local laws, rules and regulations.

6.8 Any individual, corporation, or other entity that attempts to meet its contractual obligations with LEMS through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. LEMS as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney’s fees.

6.9 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

6.10 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail addressed as follows:

If to CONSULTANT:

Joseph Fitch, PhD, President
2901 Williamsburg Terrace, Ste. G
P.O. Box 170
Platte City, MO 64079

If to LEMS:

Executive Director
Lake Emergency Medical Services, Inc.
2761 West Old Highway 441
Mount Dora, Florida 32757

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.
Article 7. Scope of Agreement

7.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. Any items not covered under this contract will need to be added via written addendum, and pricing negotiated based on final specifications.

7.2 This Agreement contains the following attachment which is incorporated herein:

   Exhibit A: Scope of Services
   Exhibit B: Consultant’s Response
   Exhibit C: Fee Schedule

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: LEMS through its duly authorized representative and CONSULTANT through its duly authorized representative.

FITCH & ASSOCIATES

[Signature]
Joseph Fitch, PhD
President

LEMS

[Signature]
Jerry Smith, Executive Director

Lake Emergency Medical Services, Inc.

[Signature]
Welton G. Cadwell, Chairman
This 12 day of April, 2016

Approved as to Form and Legality:

[Signature]
Melanie Marsh
Attorney for Lake EMS
EXHIBIT A

Ambulance services in Lake County, Florida are provided by Lake Emergency Medical Services (Lake EMS), a Florida Not-For-Profit Corporation wholly owned by Lake County government. While the current system was established in 2000, the corporation went through a structural change in 2011 when Sumter County, Florida withdrew from the corporation electing to provide ambulance services utilizing a private contractor.

The current ambulance deployment plan was developed in 2011 and established to serve Lake County exclusively. As the Lake EMS deployment plan was developed in 2011, it was based on FY 2010 incident volume of 39,813. Since that time, Lake EMS call volume has increased 22.5%, while transports have increased by 26%. While a sizeable increase in volume has occurred, Lake EMS has only recently had the opportunity to begin implementing changes to the deployment plan.

Lake EMS currently deploys a total of eleven (11) 24hr units and two (2) 24hr split units for coverage around the clock. Six (6) additional 13hr units operate throughout the day during periods of highest demand. This yields 143,810 scheduled unit hours per year. Staffing is supplemented by two (2) 24hr float units. The personnel that staff these units are moved to cover openings, such as FMLA, vacation, etc. When the schedule is full, these two (2) units operate as in-service ambulances adding unit hours to the schedule.

In the first half of calendar year 2016, additional changes to the deployment plan will be implemented. Once complete, the Lake EMS deployment plan will consist of thirteen (13) 24hr units, one (1) 24hr split unit, and eight (8) 13hr peak demand units. This will yield 161,330 scheduled unit hours per year. Staffing will continue to be supplemented by two (2) 24hr float units.

Lake EMS is the sole holder of the COPCN for ambulance transportation in Lake County. In FY2015 there were 48,765 incidents resulting in 36,488 transports. Lake EMS funds and provides both emergency and non-emergency ambulance transportation. Additionally, Lake EMS provides medical direction, medical supplies, medications, and dispatch services for the system. This is inclusive of EMS and fire services.

Advanced Life Support (ALS) and Basic Life Support (BLS) dual response is also provided by a combination of municipal fire services, a fire service operated by a Community Development District (CDD), and the County fire service. There are a total of thirteen (13) fire services consisting of both large and small departments, with most staffed by full time firefighters, with only 3 small municipalities having a volunteer service. Ten (10) of the services currently provide varying levels of ALS coverage utilizing a combination of paramedics and emergency medical technicians. Dual response services are provided with fire agency staffing resources that are part of an existing fire crew working in a dual-certified capacity operating under the Lake EMS State of Florida ALS License and Medical Direction.

At present, and as indicated in the 2013 audit document prepared by the Lake County Clerk of Courts Internal Audit Division, there is limited coordination of ALS resources and deployment planning between Lake EMS and the thirteen (13) fire services. Currently, the fire agencies
determine on their own the appropriateness and density of ALS coverage in their respective response areas based on the level of service desired by their respective Commissions and Councils.

Lake EMS is currently funded via a combination of user fees (approximately 2/3 of funding) and tax subsidy ($6M in FY15) as requested from the Lake County Board of County Commissioners and funded from the county wide Ambulance Municipal Service Taxing Unit (MSTU). Municipal ALS first response coverage is provided through inter-local agreements and funded by returning a portion (.1 Mills) of the MSTU collected in each respective municipality back to the municipalities that provide ALS services. The County fire service currently receives funding from a Fire Assessment fee, a separate Fire EMS MSTU to fund emergency medical response services in County areas, in addition to the receipt of $300,000 from the Ambulance MSTU.

Communications services for both EMS and Fire are provided by Lake EMS. Lake EMS operates as a secondary Public Safety Answering Point (PSAP) to five (5) primary PSAP’s, with the Lake County Sheriff’s Office being the largest of those. Currently, twelve (12) of the thirteen (13) Fire agencies are dispatched by Lake EMS for both EMS and Fire calls. Lake EMS utilizes the Zoll RescueNet CommCAD software to provide EMS and Fire dispatch services. The Lake EMS Communication Center is accredited by the International Academies of Emergency Dispatch in both Medical and Fire dispatch and utilizes the Priority Dispatch system with response modifications.

As detailed in the internal audit report, emergency response times were of concern. In the past, response time goals were based on the average. Subsequent to the audit report, the Lake EMS Board of Directors adopted the usage of the 90th percentile method to be more in line with benchmarks as set forth in CAAS and NFPA. As such, Lake EMS currently reports based on the 90th percentile. For FY15 (October 1, 2014 to September 30, 2015), Lake EMS and system (including Lake EMS) travel times at the 90th percentile were as follows:

<table>
<thead>
<tr>
<th></th>
<th>Lake EMS</th>
<th>System (EMS &amp; Fire)</th>
<th>Fire Agencies</th>
</tr>
</thead>
<tbody>
<tr>
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<td>10:17</td>
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<td>6:36</td>
</tr>
<tr>
<td>Suburban</td>
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<tr>
<td>Rural</td>
<td>22:36</td>
<td>11:54</td>
<td>11:28</td>
</tr>
</tbody>
</table>

Additionally, the Lake EMS Board of Directors recognized the need to also evaluate the dispatch call processing times as a component of total response time. As such, in a separate measure Lake EMS began measuring its call processing times (ring time to the time of the 1st dispatch). The standard adopted for measurement is NFPA 1710 for call processing for services utilizing Priority Dispatch Protocols.
While the existing system was designed/funded for and was meeting the previous average goals for response times, both Lake EMS management and the Lake EMS Board of Directors support achieving higher standards using the 90th percentile methodology. As mentioned above, the 2013 audit report made reference to different response time benchmarks as possible targets, including both the Commission for the Accreditation of Ambulance Services (CAAS) and the National Fire Protection Association (NFPA).

From a fire perspective, Lake County Fire Rescue (LCFR) has identified challenges with the ISO and NFPA recommendations in regards to “two in/two out” staffing. Of particular concern is staffing at the “two-in/two-out” level in the more rural areas of the county as in some cases the next closest fire station is 10 or more miles away. While LCFR has a limited number of stations staffed at 4 personnel, many of its stations only have 2-3 staff, with the majority of Rural stations staffed at 2. Of particular concern to LCFR and the Lake County Board of County Commissioners (LCBCC) is the affect this has on the department’s ISO rating. While LCFR was recently upgraded from a level 6/9 to a level 4/4X, the desire is to continue to make improvements for the benefit and safety of all citizens in Lake County, and in particular to those residing in the more Rural areas where shared resources and ISBA agreements are not possible.

In the past year Lake County has signed Inter-Agency Service Boundary Agreements (ISBA) with many of the cities in Lake County. To date, there are still a few cities that are still considering the option. These agreements have been implemented to reduce response times and ensure that calls can be handled by the closest resource regardless of whether it is County or City. The ISBA agreements outline compensation to the participating agencies who respond to calls in another jurisdiction. In January 2016, the communication center began utilizing the Priority Dispatch process to its fullest extent for EMS calls utilizing the recommendations for response modes. Alpha and Bravo calls will be dispatched as non-emergency, while Charlie, Delta and Echo calls will continue to be dispatched as emergency. From a dispatch perspective, challenges do exist in this process as there is currently no standardization of Automatic Vehicle Locaters (AVL) and/or Mobile Data Terminal (MDT) equipment, with some agencies not having either device. Lake EMS has continued to work with our system partners towards identifying and correcting these issues where possible, however, funding remains the largest obstacle towards equipping the system as necessary to get maximum advantage from the ISBA agreements and closest unit responses. Moving forward we need to identify ways to overcome these obstacles to maximize the efficiencies of the system.
The purpose of this solicitation is to acquire the services of a consultant (which could consist of one firm with subcontractors, or a joint venture between one or more entities) to perform an operational analysis of the Lake EMS system deployment and response system for purposes of making observations and recommendations to Lake EMS management and the Lake EMS Board of Directors. More specifically, to determine the efficacy of the current system’s ability to meet more stringent emergency response time benchmarks as identified in the audit done by the Lake County Clerk of Courts Internal Audit Division. In addition, to determine response times that could be achieved with optimization of the current system taken as a whole and the incremental cost to achieve faster response times. The consultant is expected to have extensive expertise in Emergency Medical Service deployment modeling and costing in dual response systems as well as demonstrated expertise in Fire consulting to include at a minimum system structure and design, ISO and NFPA guidelines, response time analysis, and ISBA/Automatic aid analysis.

The overall objectives of this project are as follows:

A. Determine the most appropriate Emergency Medical System deployment and response plan for Lake County to achieve targeted emergency response times.

B. Determine targeted emergency response times (benchmarks) for Urban, Suburban, and Rural areas for both Ambulance (Lake EMS) and ALS Fire Service (evaluating each separately).

C. Determine extent to which ALS Fire Service response times may be utilized for accreditation of response times for EMS.

D. Determine the options, feasibility and costs (or savings) of partnering with LCFR to provide transport services in certain geographic areas (e.g., Rural) in order to improve transport unit response times.

E. Determine options, feasibility and costs of potential enhancements to ISO ratings in Rural areas and the effect of enhancements on emergency response times and ambulance response times, including but not limited to partnering with LCFR as referenced above.

F. Determine the feasibility and efficacy of implementing a Community Paramedicine Program (Mobile Integrated Healthcare) in Lake County, including estimated costs, system design, target markets, and funding mechanisms. Should also include any anticipated effects on call volumes and outline other operational advantages/challenges that might reasonably be expected.

To accomplish these objectives, the project will be divided into two (2) distinct phases as described in the next section, each with its own distinct set of deliverables. It is important to note that Phase 2 is considered optional at the sole discretion of the Lake EMS Board of Directors. As such, complete pricing should be proposed for each phase distinctly.
Project Phase 1: Current System Review (90 Days)

1) Evaluate and report on the current system EMS deployment model and resources, appropriate zone identification (Urban, Suburban, and Rural), historical response statistics, dispatch system and response protocols and specifically identify areas for improvement.

2) Evaluate current system for duplication and/or voids of EMS service.

3) Evaluate Lake EMS current unit hour costs as compared to benchmarks for comparable systems with response areas that include a similar mixture of urban, suburban, and rural areas.

4) Evaluate industry benchmarks for reasonable (i.e. safe) Unit Hour Utilizations (UHU) for existing system shifts, (13 & 24) and compare to current Lake EMS UHU statistics and provide feedback and recommendations where concerns or opportunities exist.

5) Identify reasonable considerations that should be accounted for in setting Emergency medical system response time standards for different zone types, (Urban, Suburban, and Rural).

6) Identify reasonable considerations that should be accounted for in setting fire based response time and resource standards for rural zone types.

7) Identify any exclusions, exceptions, or suggestions that exist in CAAS, NFPA, ISO or other industry benchmarks for consideration in setting response time and resource standards in Urban, Suburban and Rural areas.

8) Perform a feasibility and cost/benefit analysis of improved ISO ratings and ambulance response times in rural areas.

9) Analyze the feasibility and estimated cost of opportunities to improve staffing and response times in Rural areas including both EMS and Fire call types and recommendations. This Phase I analysis should include the following:

   a) Evaluation of LCFR’s current deployment model, station locations, staffing, resource allocation, ISBA agreements, and other factors that contribute to the ISO ratings in Rural areas.

   b) Evaluation of the feasibility and preliminary (high level) estimated cost/benefits of the concept mentioned above of a partnership between Lake EMS and LCFR and any others that the consultant might suggest to achieve the desired result of a lower ISO and improved ambulance response times in Rural areas. Each proposed solution should include best estimates of the effect on ISO ratings and ambulance response times in both the Rural areas as well as expected effects on response times in the Urban and Suburban areas by the utilization of additional resources to cover the rural areas. Should include a high level needs assessment to identify any limitations or challenges of proposed alternatives, including those that might exist with housing, vehicles and equipment, available bays, and storage, etc.
c) Further analysis to be done in Phase 2 based on the feasibility of options presented in Phase 1 as determined by the Lake EMS Board of Directors.

d) Evaluate the merits of existing industry response time benchmarks that should be considered for each resource type (BLS & ALS 1st response and Ambulance) and whether they should be viewed as a system, or individually by type. Specifically, provide cost estimates for the current system to meet the NFPA, CAAS, and other possible benchmarks respectively from an ambulance transport perspective.

10) Evaluate and report on the efficacy and impacts of the current ISBA agreements on response times and identify any opportunities for system improvement that might be considered to improve EMS or Fire response times or address other challenges as outlined. Furthermore, identify potential opportunities in the system given the ISBA agreements in place to enhance the system in other areas of the county area with the resources identified as duplicative. In addition, identify the impacts on the service areas and ISBA agreement efficiencies in areas where no AVL/MDT equipment is in place and determine the impacts and cost/savings of implementing AVL/MDT’s system wide.

11) Provide analysis and recommendations for Business Intelligence Software to assist in resource deployment, system monitoring, and Unified measurement of system response times and other statistical tracking/report to more efficiently operate the EMS system in Lake County.

At the completion of Phase 1, the consultant will review findings with representatives from Lake EMS, Lake County, and the Municipalities to discuss findings and gather feedback. Upon completion of the preliminary review, the consultant shall present Phase 1 findings to the Lake EMS Board of Directors as scheduled.

Upon review and consideration of the Phase 1 findings, the Lake EMS Board of Directors will provide feedback and direction to consultant regarding the focus of Phase 2 in regards to desired standards and options for further analysis.

The Lake EMS of Board Directors reserves the right to not move forward with Phase 2 upon the completion of Phase 1.
Project Phase 2: Proposed System Recommendations (90 Days)

1) Determine and recommend the most appropriate Emergency Medical System deployment and response model for Lake County that achieves the desired emergency response time standards. Includes location, schedules, and shift type (i.e. 8, 12, 13, 24, other). Should clearly delineate changes from the existing system (enhancements) and include the estimated costs and/or savings over the existing system. Should include a 12-24 month phase-in plan. Note: Lake EMS is satisfied with the current hybrid deployment model. However, the consultant should carefully consider other deployment models only if considerable savings could be obtained while factoring in the limited roadway network, geographic challenges and socio-economic factors of Lake County.

2) Evaluation and recommendations of any facility upgrades.

3) Evaluation and recommendations of a process by which transport resources should be added (i.e. Resource thresholds for proposed deployment model) as well as recommendations on ratios of in-service to available spares for ambulances given the current vehicle model and expected life span in the proposed deployment model.

4) Determine the reasonable system costs to achieve the desired emergency response time standards.

5) Evaluate and recommend costing method and benchmarks for EMS ambulance resources (industry standard way to determine per unit hour cost)

6) Evaluate and recommend costing method for EMS and Fire Dispatch Services (industry standard method to calculate)

7) Evaluate and provide deployment plan and direct/indirect cost estimates to address the challenges identified in Rural areas. The preferred options for this phase are as identified by the Lake EMS Board of Directors after the completion of Phase 1.

   a) Detailed comparison of direct/indirect costs of all proposed alternative solution(s) to that of a more traditional solution of simply adding respective fire and/or EMS personnel & resources in those Rural areas. Such comparison should include all related direct/indirect costs and economies of scale, including, but not limited to, existing resources and infrastructure, salaries, overtime, pensions/retirement, etc. to ensure that differences in benefit plans, state retirement vs. 401K, and federal OT law differences, as well as other pertinent components are identified and delineated appropriately. Should also include estimated vehicle/equipment costs as well as any facilities upgrades necessary.

   b) Detailed deployment plan for implementation of proposed solution to include all necessary staffing, equipment, and facilities improvements required.

   c) Evaluation of the impact of transport system fragmentation and related direct/indirect costs/effects that may occur as a result of proposed alternatives.
8) Evaluate non-emergency and out of county transports and their effect on emergency response times and perform cost/benefit analysis of continuation of these services.

9) Evaluation of reserve transport units for the current Emergency Medical deployment and response system.

10) Determine dispatch costs and staffing levels for both EMS and Fire Calls as compared to industry benchmarks.

11) Perform a historical growth analysis from an EMS perspective and provide future growth and system impact estimates based on existing and future trends and factors likely to impact growth. Should include analysis of expected impacts of future growth on current billing payer mix.

12) Provide a fiscal/operational impact analysis of impending regulatory changes likely to affect system costs and make recommendations as to how to mitigate such impacts.

13) Determine the feasibility and efficacy of implementing a Community Paramedicine Program (Mobile Integrated Healthcare) in Lake County, including estimated costs, system design, target markets, and funding mechanisms. Should also include any anticipated effects on call volumes and outline other operational advantages/challenges that might reasonably be expected.

At the completion of Phase 2 the consultant will review findings with representatives from Lake EMS, Lake County, and the Municipalities to discuss findings and gather feedback. Upon completion of this review, the consultant shall present Phase 2 findings and recommendations to the Lake EMS Board of Directors as scheduled.
The following general guiding principles and objectives regarding preparation and completion of the study are provided as further general guidance regarding the expectations for the study:

A. The consultant should develop specific recommendations, including specific dollar costs or savings, and include such recommendations in their Phase 1, Phase 2, and final reports as necessary to accomplish the overall objectives of this project.

B. The consultant should have no pre-conceived preference of outcome or model and shall engage all necessary resources with the necessary skills and expertise in both EMS and Fire modeling to ensure the best and most efficient recommendations are achieved as part of this project that are in the best interest of Lake County.

C. For purposes of this project, analysis of ISO and NFPA recommendations should be limited to only the selected references in this document.

D. The Lake EMS Board of Directors by way of a resolution passed on December 11, 2012 is committed to a governmental business model. As such, the consultant should not spend any time or effort towards the consideration of a private model.

E. The consultant should plan to utilize the feedback of:

1. Lake EMS staff as assigned and as necessary to gather the required data or other information necessary to perform contracted work.

2. Objective data to evaluate the response system components, and identify operational changes that may impact level of service and the extent of such impacts (i.e. response times, etc.)

3. Municipal and County Fire Chiefs, County and City Managers, and Growth Management staff as necessary and available to gather the required data, determine resource levels, or other information necessary to perform contracted work.

4. Area Hospital leadership, representatives from the Metropolitan Planning Organization and other Community Partners.

5. Any other resources as necessary to perform contracted work.
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<th>Item</th>
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</tr>
<tr>
<td>Proposals Due</td>
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<td>February 29-March 4, 2016</td>
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<td>Vendor Short-Listing Completed</td>
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<td>Vendor Interviews</td>
<td>March 14-18, 2016</td>
</tr>
<tr>
<td>Vendor Selection</td>
<td>Week of March 21, 2016</td>
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<td>Contract Negotiation</td>
<td>Week of March 28, 2016</td>
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<td>Board Meeting (contract approval)</td>
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<tr>
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<tr>
<td>Vendor Completes Phase I</td>
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<tr>
<td>Vendor presents report to Lake EMS Management</td>
<td>July 14, 2016</td>
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<tr>
<td>Board Meeting (Phase I report presentation)</td>
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<tr>
<td>Vendor Begins Phase II (90 Days)</td>
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<tr>
<td>Vendor Completes Phase II</td>
<td>November 11, 2016</td>
</tr>
<tr>
<td>Vendor presents report to Lake EMS Management</td>
<td>November 14, 2016</td>
</tr>
<tr>
<td>Board Meeting (final report presentation)</td>
<td>December 6, 2016</td>
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</tbody>
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EXHIBIT B

As stated in the firm's cover letter (prior to the Table of Contents) Fitch & Associates (FITCH) is pleased to respond to the Lake EMS Request for Proposal (RFP) No. 16-0211, Operational Analysis of Emergency Medical and Fire Services Deployment and Response Systems. The cover letter serves as the firm's Statement of Interest.

PROPOSAL FORMAT

We have organized this proposal following the Tab format outlined in the RFP Section 1.14.1 Proposal Submittal. Each Tab Section is titled according to the RFP and includes any required forms. Additional information that is pertinent to that Tab Section may also be included in that section.

We believe that our proposal is concise and addresses the intent and scope points outlined in the RFP document. Project scope points and required tasks are delineated throughout the RFP and FITCH believes that the tasks can be completed within the timelines and to the satisfaction of Lake EMS Management and the Board of Directors.

UNDERSTANDING YOUR OBJECTIVES

We understand that the Lake EMS Board is committed to the current governmental business system model and that the Board wishes to improve the overall system to patients.

The purpose of this review is to perform an operational analysis of the Lake EMS system deployment and response system for purposes of making observations and recommendations to Lake EMS Board of Directors. More specifically to determine if the current system can meet the more stringent response time benchmarks as identified in the audit completed by the Lake County Clerk of Courts Internal Audit Division. FITCH will determine what response times are achievable in an optimized system and the incremental cost of achieving faster response times. FITCH has multiple projects in the State of Florida that pertain to both Fire and EMS deployment modeling and costing dual system responses. FITCH has done many Fire analysis and “Standards of Covers” throughout the United States, in all those analysis ISO, NFPA and other Fire based guidelines are applied. FITCH has worked on many fire response time analyses that include both mutual aid and automatic aid.

2016/EMS/Procurement/16-0211 Operational Analysis of EMS and Fire/Fitch_agmt 3-28-16
FITCH will use its expertise to deliver the specific objectives for this project: (deliverable objectives)

A. Determine the most appropriate Emergency Medical System deployment and response plan for Lake County to achieve targeted emergency response times.

B. Determine targeted emergency response times (benchmarks) for Urban, Suburban, and rural areas for Ambulance (Lake EMS) and ALS Fire Service (evaluating each separately).

C. Determine extent to which ALS Fire Service response times may be utilized for accreditation of response times for EMS.

D. Determine the options, feasibility and costs (or savings) of partnering with LCFR to provide transport services in certain geographic areas (e.g., Rural) in order to improve transport unit response times.

E. Determine options, feasibility and costs of potential enhancements to ISO ratings in Rural areas and the effect of enhancements on emergency response times and ambulance response times, including but not limited to partnering with LCFR.

F. Determine the feasibility and efficacy of implementing a Community Paramedicine Program (Mobile integrated Healthcare) in Lake County, including estimated costs, system design, target markets, and funding mechanisms. This will include anticipated effects on call volumes and other operational advantages/challenges that might be reasonably expected.

In order to achieve a high performance system conforming to national guidelines for response times, it is first necessary to accurately assign urban, suburban and rural zones. Rather than relying on population densities or local perceptions, Fitch uses a proprietary algorithm to define incident zones as urban, suburban or rural.

FITCH uses these incident zones to design deployment plans to achieve desired response times. These response zones can then be tested against the optimal assignment configuration be it a Fire unit, an EMS unit or a combination of both. The firm routinely uses posting and deployment plans that take advantage of peak load units and optimal unit allocation. We are well aware of the impact that the seasonal influx of “Snow Birds” and tourist populations has on the demands for emergency medical services as experienced in Florida.

FITCH is adept at forensic dissection of data from Computer Aided Dispatch (CAD) systems that contain both random and systematic errors to obtain a correct view of the actual situation. The firm is experienced in analyzing EMS and Fire systems with multi-stage dispatch systems such as that in Lake County.
The deliverables for this project will provide the Lake EMS Board of Directors with clinical research regarding the impact of response times on patient outcomes, recommendations for adoption of response time standards coupled with deployment options (including costing) to achieve the standards.

We have read the RFP and have reviewed available documents related to this RFP. We understand that, like many public safety agencies across the US, Lake EMS seeks to improve services to its community and, at the same time, achieve efficiencies and savings in service delivery when available.

Public safety services, both fire and EMS, are critical for the health and wellbeing of a community. Fitch & Associates is uniquely suited for this project. We are a firm that spends as much time planning and doing deployment as teaching deployment. Over the last ten years, we have taught multiple deployment modeling classes at our Pinnacle Leadership Conference. We have been developing deployment plans for over 30 years and have successfully implemented those plans in large communities such as Richmond, Virginia and Charlotte/Mecklenburg County, North Carolina. Recently, we have been involved in Fire service consulting projects in Florida in Highlands County, Martin County, Volusia County, and Pinellas County to name a few of our ongoing Fire projects. In addition, we are in the process of finalizing contracts with two municipalities (cities) in Florida.

The Fitch group is client centered and as such does not limit itself to a singular approach. Over the past few years, Fitch has used and evaluated multiple different math models for deployment including, but not limited to, Poisson fault derivative model, Erlang queuing model, lognormal and normal distribution models, and hypercube models. The methodology utilized for Lake EMS will be tailored specifically to the data sets available and the unique characteristics of the current system.

**METHODOLOGY**

The work for the Lake EMS Project is organized into two broad phases as noted in the RFP, namely, Project Phase 1: Current System Review and Project Phase 2: Proposed System Recommendation. Each of the items outlined in the RFP will be completed. For planning purposes, we have divided each of the two phases into the following broad tasks:

**Project Phase 1: Current System Review**

1.1 Initial Planning

1.2 Data Collection and On-Site Evaluation
1.3 Dispatch, GIS Mapping, Response Zone Evaluation
1.4 Financial Issues
1.5 Review Findings with Lake EMS Management
1.6 Present Current System Evaluation to Board of Directors

**Project Phase 2: Proposed System Evaluation and Recommendations**

2.1 Develop Detailed Deployment Models/Costing
2.2 Review Recommendations with Lake EMS Management
2.3 Final Report and Presentation

At the start of Project Phase 1, we will meet key leaders, both Fire and EMS, in an effort to develop a broader understanding of perspectives and to finalize the work plans of the individual project teams. During tasks 1.2 through 1.5, the primary financial and operational data collection and system review occurs and the team develops an in-depth understanding of the current system. During all of Project Phase 1, RFP evaluation components (numbers 1 through 11 noted in the Project Phase 1 on RFP pages 14 and 15) are developed and then reviewed with Lake EMS Management. Once agreement is reached between the Fitch team and EMS Management the findings are summarized for presentation and review with the Lake EMS Board of Directors. An important outcome of Project Phase 1 is a research and analysis driven discussion regarding the impact of response times on patient outcomes, cost comparisons and the relevance of various industry standards to the Lake EMS community.

Project Phase 2 moves forward with the adoption of desired response time standards by the Lake EMS Board of Directors. For tasks 2.1 and 2.2, detailed deployment models are developed and costing of those models takes place. During all of Project Phase 2, RFP evaluation components (numbers 1 through 13 noted in the Project Phase 2 on RFP pages 16 and 17) are developed and then reviewed with Lake EMS Management. The ongoing analysis of the deployment plan reveals the impacts on the system's operational, financial and clinical performance. The last two task areas involve formulation of the draft and then final report, presentation and review first with Lake EMS Management and then with the Lake EMS Board of Directors.

During the completion of both Phases 1 and 2, Fitch understands the systems designed collaboration between Lake EMS and the various fire departments. All fire departments' performance and capabilities will be evaluated and recommendations for improvement will naturally flow from the quantitative and geospatial analyses completed within this scope of work. Similarly, any alternatives or adjustments considered will be evaluated as to the potential impact or “ripple effect” that changes for EMS services may have on fire suppression
capabilities and ISO. Finally, comparisons will be provided between the current or proposed performance and best practice recommendations such as NFPA, ISO, and the Commission on Fire Accreditation International (CFAI).

**PROJECT MANAGEMENT**

Our project management is a disciplined and structured process. Key activities are clearly outlined and logically organized to produce deliverables within the timelines indicated. Our progress against the work plan is reviewed on a bi-weekly basis to ensure that we are progressing according to plan. Bi-weekly Situation Reports (SitReps) are provided to Lake EMS Management so that any deviations will be flagged immediately and appropriate action taken in concert with the Lake EMS point of contact.

**AN EXPERIENCED TEAM**

There are five key personnel responsible for accomplishing the Lake EMS project. Of these, two are partners and one is a senior associate of the firm. Also, included as part of the team are experienced EMS service executives who have extensive planning and analysis experience as well as direct experience in the State of Florida. FITCH has a 30-year track record conducting evaluations and planning projects for Emergency Services and Fire organizations.

The skills and experiences of the FITCH team include but are not limited to:

- Development and evaluation of emergency response system designs for public, private, not-for-profit and hospital based systems,
- Direct management of EMS operations including dispatch centers and air medical operations,
- Operation and management of dispatch centers including Medical Priority Dispatch accredited centers,
- Statistical and deployment analysis for EMS and fire systems,
- Governmental, EMS and fire budget development, and
- Facilitation of diverse groups to achieve consensus on difficult issues.

Team members proposed for the Lake EMS project are listed on the Team Composition Forms in Tab D. Brief biographies for each individual are also included in Tab D.
COMMITMENT TO SUCCESS

We are solutions-oriented strategic thinkers. We commit to complete the tasks required for the Lake EMS project in a professional, timely manner and within the agreed upon budget.

Our commitment to success incorporates three key elements in its process — communication, cooperation and a working culture. The FITCH team understands the effort required and the time and people needed to complete the task. We provide ongoing communication with each internal stakeholder throughout the project. We set realistic deadlines and expectations to ensure the initial commitment can be maintained throughout the course of the project.

SCOPE OF WORK & DELIVERABLES

We clearly understand that the scope of work for this project includes a detailed analysis of the current system deployment, resources, zones types, historical response statistics, dispatch systems and response protocols. There are a number of core issues to be considered including but not limited to: the interface of primary and secondary public safety access points (PSAPs), the interface and impact of fire service to EMS calls, urban and rural zones, and the impact of non-emergency and out-of-county ambulance transports. For all functional areas, a cost metric will be developed in a manner that allows for benchmarking against other systems and that allows for consideration of cost savings and/or cost benefits.

The Project Phase 2 scope calls for detailed development of deployment strategies that will achieve the response time standards adopted by the Board of Directors. To this end, resource allocation, reserves and resource thresholds will be matched with unit cost data. The outcome of the analysis is specific recommendations for system modifications that include a cost basis. We will seek to develop specific, feasible recommendations that Lake EMS Management can support.

TIMELINE - KEY ACTIVITIES & DELIVERABLES

Table 1 below sets out the proposed Key Activities and project timeline. We believe that the project can be completed within the suggested time frame of 180 days assuming that data is readily available.
## Table 1. Key Activities and Timeline

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<thead>
<tr>
<th>Work Plan and Timetable</th>
<th>Month 1</th>
<th>Month 2</th>
<th>Month 3</th>
<th>Month 4</th>
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<td><strong>Project Phase 1: Current System Review (90 days)</strong></td>
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<tr>
<td><strong>1.1 Initial Planning</strong></td>
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<tr>
<td>Meet with Lake EMS &amp; Project Points of Contact</td>
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<td>Finalize Work Plan</td>
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<tr>
<td>Overview of the system</td>
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<tr>
<td>Identify key stakeholders/groups; Schedule interviews/meetings</td>
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<td><strong>1.2 Data Collection and On-Site Evaluation</strong></td>
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<tr>
<td>Key Interviews:</td>
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<tr>
<td>Lake EMS Management</td>
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<tr>
<td>Lake EMS Dispatch</td>
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<tr>
<td>Other PSAP Managers</td>
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<tr>
<td>Medical Director</td>
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<td>Information Technology Representatives</td>
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<tr>
<td>Other Local Officials</td>
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<tr>
<td>Receiving Hospitals</td>
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<tr>
<td>Labor Representatives</td>
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<tr>
<td>Fire Agencies</td>
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<tr>
<td>Dispatch, GIS Mapping, Response Zone Evaluation</td>
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<tr>
<td>GIS Data from Dispatch &amp; PSAPS</td>
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<tr>
<td>Operational information from Lake EMS and Fire Agencies</td>
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<tr>
<td>Confirm current deployment plans</td>
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<tr>
<td>Other information requests as required</td>
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<tr>
<td><strong>1.3 Financial Issues</strong></td>
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<tr>
<td>Gather financial information from Lake EMS</td>
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<td>Agree upon costing methodology for Project Phase I</td>
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<td><strong>1.4 Review Findings with Lake EMS Management</strong></td>
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<tr>
<td>Review initial operational findings</td>
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<td>Review initial recommendations for response time standards</td>
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<td>Determine any efficiencies and/or duplication in the current system</td>
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<td>Present Current System Evaluation to Board</td>
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<td>Present findings on the current system</td>
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<td><strong>1.5 2.1 Develop Detailed Deployment Models/Costs</strong></td>
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<td>Develop deployment models to meet Board adopted standards</td>
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<tr>
<td>Agree upon costing methodology for Phase 2 models</td>
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<td><strong>2.2 Review Recommendations with Lake EMS Management</strong></td>
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<tr>
<td>Review recommendations with Lake EMS Managements</td>
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<tr>
<td>Determine any operational issues regarding recommendations</td>
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<tr>
<td>Determine any financial issues regarding recommendations</td>
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<tr>
<td><strong>2.3 Final Report and Presentation</strong></td>
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<tr>
<td>Provide final written report and present to Lake EMS Board of Directors</td>
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</table>

2016/LEMS/Procurement/16-9211 Operational Analysis of EMS and Fire/Fitch_agmt 3-28-16
SUMMARY

The FITCH team is confident that it can fulfill each requirement of this consulting project and achieve success in demonstrating the optimal distribution of resources at the right cost point. We would be pleased to provide an oral presentation or interview with the Evaluation Committee should the Lake EMS Board so desire. Thank you for the opportunity to respond to your Request for Proposal.
EXHIBIT C
PRICING SECTION

Item 1: Perform all effort related, and necessary to successfully complete, all tasks stated within RFP Section 2, Statement of Work:

Phase 1: $260 \times 266 = $76,960
Phase 2: $260 \times 264 = $68,540

Total Cost: $145,500

Vendor is to insert the following entries in the spaces provided above:

- The blended/composite hourly rate proposed by the vendor to cover all performance of all effort required under the Scope of Work for each distinct phase. This rate shall include all pricing necessary to perform the entirety of the stated effort to include, but not be limited to, all travel and administrative costs.

- The total hours proposed by the vendor for completion of the entire effort for each phase associated with the Statement of Work.

- The extended price for the two entries stated above (blended composite hourly rate $ \times $ total proposed hours). The extended price shall represent the full fixed price for completion of each phase. The vendor will be authorized to bill on a monthly percentage of completion basis as described in provision 1.7 of this Request for Proposals.

Vendors are advised that the extended price stated above for each phase, or as amended during the evaluation process (see following paragraph), shall form the fixed price for completion of all required effort for that phase. The resulting contract will not be a time and material effort based on the hourly rate and proposed hours. Progress billings may be based on the hourly rate and hours expended (see provision 1.7, but total billing shall not exceed the firm fixed price expressed in the resulting contract for each phase and any formal amendments thereto. The vendor is advised that the total hour level proposed by the vendor will be evaluated by Lake EMS as a matter of realism and understanding of the full scope of the work to be performed.

Responding vendors are further advised that after initial review of all responses, Lake EMS reserves the right to fully define the scope and timeframe of services to be performed with vendors determined to be within the competitive range for award, and to request best and final offers for completion of the finalized scope within a stated timeframe.
Tab 6
Patient Financial Services Report
DATE: February 16, 2017  MEETING DATE: February 21, 2017

SUBJECT: Patient Financial Services Report

ACTION REQUESTED: Information Only

BACKGROUND SUMMARY:

- Attached is the Month Ending A/R Summary for ME 12/31/16.

FISCAL IMPACT: As described

ATTACHMENTS: Accounts Receivable Summary and Reports for ME December 31, 2016
<table>
<thead>
<tr>
<th>Date</th>
<th>Refunds</th>
<th>Balance</th>
<th>Interest Payments</th>
<th>Total</th>
<th>LAKE EMS</th>
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<tr>
<td>12/31/2016</td>
<td>53,319</td>
<td>33,536</td>
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<td>1,664</td>
<td>1,322</td>
<td>2,015</td>
<td>1,048</td>
</tr>
<tr>
<td>12/31/2020</td>
<td>3,352</td>
<td>1,664</td>
<td>1,322</td>
<td>2,015</td>
<td>1,048</td>
</tr>
<tr>
<td>12/31/2021</td>
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<td>1,322</td>
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<td>1,048</td>
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<tr>
<td>12/31/2022</td>
<td>3,352</td>
<td>1,664</td>
<td>1,322</td>
<td>2,015</td>
<td>1,048</td>
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<tr>
<td>12/31/2023</td>
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<td>1,664</td>
<td>1,322</td>
<td>2,015</td>
<td>1,048</td>
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<td>12/31/2025</td>
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<td>2,015</td>
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<tr>
<td>12/31/2027</td>
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<td>1,322</td>
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<td>12/31/2028</td>
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<td>12/31/2029</td>
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<td>12/31/2030</td>
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</tbody>
</table>

**Days on Book:** 3.57

**Average Fee per Invoice:** 2.16

**Gross Collections:** 3.56

**Charity W/O:** 3.56

**Admin W/O:** 3.56

**Collection fees:** 3.56

**Collection Percentage:** 3.56

**Bad Debt W/O:** 3.56

**Charity W/O:** 3.56

**Admin W/O:** 3.56

**Bad Debt W/O:** 3.56

**Charity W/O:** 3.56

**Admin W/O:** 3.56

**Balance:** 3.56

**Interest Payments:** 3.56

**Total:** 3.56
FYTD Charges by Payer for Month-Ending 12/31/16

- Medicare: 57%
- Medicaid: 11%
- Commercial: 14%
- Contracts: 1%
- Self Pay: 17%

Medicare is the largest payer with 57% of the charges, followed by Medicare at 17%.
Historical Cash Receipts by Month
Through Month-Ending 12/31/16

Month


Total Cash

913,258  922,371  999,128  907,630  984,943  878,197  1,011,913  1,409,667  1,391,171  1,311,097  1,151,200  1,068,872  1,083,799  1,040,078

Historical Cash Receipts by Month

Through Month-Ending 12/31/16
Historical Charges by Month
Through ME 12/31/16
Ending A/R by Month
for ME 12/31/16
FYTD Cash Receipts by Type
Through Month-Ending 12/31/16

- Commercial: 48%
- Medicare: 40%
- Medicaid: 2%
- Contracts: 1%
- Self Pay: 9%
- Medicaid: 2%
Tab 7

Director’s Report
Lake EMS, Inc.
Finance Committee Agenda Item Summary Sheet

DATE: February 16, 2017 MEETING DATE: February 21, 2017

SUBJECT: Director’s Report

ACTION REQUESTED: None

BACKGROUND SUMMARY: The Executive Director will give a verbal report on pertinent issues since the last Finance Committee meeting.

FISCAL IMPACT: None

ATTACHMENTS: None